

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant FOLEY HOAG LLP	2. Registration No. 4776	CRM FORMS / REGISTRATION UNIT - 0100-0007
3. Name of Foreign Principal EMBASSY OF EL SALVADOR		

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Monitor issues pending before the US Congress and the Administration, when of relevance to the Embassy of El Salvador.

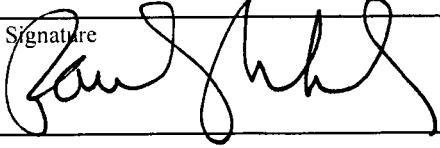
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Monitor activities of the United States Congress through the news media, Internet and attendance at public hearings.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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Date of Exhibit B	Name and Title	Signature
3-30-2006	Paul S. Reichler, Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

TRANSLATION

**MINISTRY OF FOREIGN RELATIONS
EMBASSY OF EL SALVADOR IN THE UNITED STATES OF AMERICA
LOCATED IN WASHINGTON, D.C.**

CONSULTING CONTRACT No. 01/2006

WE: **RENE A. LEON**, of age, Economist, with residence in Washington, D.C., in the United States of America, holding diplomatic passport number zero zero zero seven hundred and twenty, acting in my position as Ambassador Extraordinary and Plenipotentiary of the Republic of El Salvador in Washington, D.C., United States of America, and in the name of and representing the **MINISTRY OF FOREIGN RELATIONS** of the Republic of El Salvador, which I prove via Executive Order Number six hundred and nine dated December twenty one two thousand four, and in conformity with the established in articles eighteen, and seventy nine of the Law of Acquisitions and Contracts for the Public Administration, which grant me the faculties to sign within the character of my position, contracts such as the present one, and that in the course of the present instrument will refer to me as "**THE CONTRACTOR**" on one hand; and for the other part, **PAUL S. REICHLER**, of age, Attorney, with residence in six Oaklyn Court, Potomac, Maryland, with United States passport number zero one seven zero seven six zero seven one acting on behalf and in representation of the Firm "**FOLEY HOAG LLP**", constitute in accordance with the laws of the United States of America and is subscribed before the Department of Justice of the referred country under number four seven seven six, as shown in the semiannual statement elaborated in accordance with amendment to Section two of the Law of Inscriptions of Foreign Agents of one thousand ninety thirty eight; Signed from here forward identified as "**THE CONTRACTED**" or "**THE CONSULTING FIRM**" and in said character, we **MANIFEST**: That we have agreed to the present **CONSULTING CONTRACT**, adjudicated through Public International Bid Number zero one pleca two thousand, five, titled "Hiring of four consultants to advise the Embassy of El Salvador in the United States of America, located in Washington, D.C.", through Adjudicating Resolution Number RR.EE. SEG zero one pleca two thousand six. In the present contract, the subsequent terms have been interpreted in the manner indicated as follows: a) "Contract", is the agreement celebrated between the Ministry of Foreign Relations and the Consulting Firm; b) "Service", is the consulting detailed in the Terms of Reference; c) LACAP, is the Law of Adquisitions and Contracting of the Public Administration; d) DR-CAFTA, acronym in the English language that refers to the Free Trade Agreement between Central America, the Dominican Republic and the United States of America. The present Contract will be ruled by the obligations, conditions, pacts and renouncements established in the clauses that are detailed as follows:

I) OBJECTIVE OF THE CONTRACT. The present Consulting Contract consists of the specialized services given by the "**THE CONSULTING FIRM**", which will have as objective to advice the Government of El Salvador and the Embassy of El Salvador in Washington, DC about those issues that may require immediate action from the Government of El Salvador with respect to the political environment within Congress and to the effective and constant monitoring of the issues under discussion it it.

II) HONORARIES AND METHOD OF PAYMENT. The honoraries of "**THE CONSULTING FIRM**" ascend to the amount of **THIRTY EIGHT THOUSAND UNITED STATES OF AMERICA DOLLARS (\$ 38,000.00)**, which will be paid monthly.

Previous to each payment, "THE CONSULTING FIRM" will present a written report to the Embassy of El Salvador in Washington, D.C. The reports may include a summary of the activities conducted and annex of all documents to support them. **III) CONTRACTUAL DOCUMENTS.** Are part of this agreement: The invitation to the International Public Bid Number zero one pleca two thousand five, the Basis of the Contest, the Technical and Economic Offer, the Resolution to Adjudicate on behalf of the Contractor, the Order of Initiation. In case of a conflict or contradiction between the contracting documents and the Contract the stipulations in this last one will prevail. **IV) DEADLINE.** The deadline for the service object of the present contract will be during the period understood as of the first of March of the year two thousand and six to the thirty first of December of the same year, and this last one could be prorogated upon expiring, in conformity with the LACAP and this Contract. **V) GUARANTEE OF COMPLIANCE WITH THIS CONTRACT.** "THE CONSULTING FIRM" will present within the term of five working days as of this date, a Guarantee of Compliance of the Contract payable to the Ministry of Foreign Relations, for the amount of THREE THOUSAND EIGHT HUNDRED DOLLARS FROM THE UNITED STATES OF AMERICA (\$ 3,800.00) equivalent to ten percent of the total value of the contract; which will be valid until up to sixty calendar days after contractual period is finalize, such fine can be from a Bank and/or Financial Company, issued by a national or international institution with a branch in El Salvador, duly authorized by the Superintendent of the Financial System of that country. **VI) COORDINATORS.** The Coordinators in the areas of political work will be the Minister of Foreign Relations and the Ambassador of El Salvador in Washington, D.C. **VII) CONFIDENTIALITY CLAUSE.** All the information given by the Embassy of El Salvador in Washington, D.C., "THE CONSULTING FIRM" with respect to the present contract is of confidential character. In this sense "THE CONSULTING FIRM" agrees to: 1) Protect the information in an appropriate manner and with the referred confidential character; 2) Utilize confidential information only to comply with its obligations in agreement with the present contract; 3) Reproduce confidential information only in the measure in which it is deemed required to comply with its obligations in agreement with the present contract. The non compliance with the stipulated above will imply the immediate termination of the contract, without any type of responsibility to the Government of El Salvador and/or to the Embassy of El Salvador in Washington, D.C. The Embassy of El Salvador in the United States of America located in Washington, D.C., reserves its right to instruct "THE CONSULTING FIRM" of what information is deemed confidential. **VIII) CLAUSE OVER INTELLECTUAL PROPERTY.** The intellectual property exercised over the result of the services given by "THE CONSULTING FIRM" corresponds to "THE CONTRACTOR". **IX) OBLIGATIONS FROM THE CONSULTING FIRM:** The services given as objective by the present contract, include the following obligations: a) Monitor daily the sessions in Congress to detect legislation of importance to El Salvador; b) Prepare weekly reports about the legislation in discussion at Congress and of relevance to El Salvador; c) Prepare urgent and opportune reports when the issue deserves it, or when requested over legislative issues of interest to El Salvador; d) Notify of the legislative calendar and the content of the hearings, as well as any changes in them; e) Prepare reports about positions expressed by congressmen, witnesses, participants, administration officials or other persons that participate in the hearings or special sessions over issues of interest to El Salvador; f) Prepare reports about the hearings of the various Committees and Subcommittees that address issues relevant to El Salvador, including comments and interpretations; g) Prepare curriculums, professional credentials and political profiles of the various Government officials of the United States of

America and of personalities, underlining their positions about issues of interest to El Salvador; i) Prepare other reports over issues addressed at the Federal Congress or in the States' Assemblies, as requested by the Embassy of El Salvador; j) Capacitate government officials from El Salvador and other institutions over the composition and functioning of the United States Congress and Executive Office, when required.

X) RESPONSIBILITY FOR DEFICIENCIES. When the Consulting Contract may show a deficiency, this will be pointed out by the Embassy of El Salvador in Washington, D.C., through a note given to "THE CONSULTING FIRM" who will have a deadline no greater than ten days, that could end the Contract. If the deficiency pointed out or another that may be found hidden, generate damages or harm against "THE CONTRACTOR", which may not be resolved, will be repaired by "THE CONSULTING FIRM".

XI) INCOMPLIANCE. In case of unjustified delays in the compliance on behalf of "THE CONSULTING FIRM" of the obligations emerged from the present contract fines will be applied as established in the LACAP. "THE CONSULTING FIRM" expressly commits itself to the sanctions established by the LACAP, and its Rules or from the present Contract, which will be imposed by "THE CONTRACTOR", to whose competence is submitted to the effect of the imposition.

XII) EXPIRATION. In addition to the clauses of expiration established in provisions a) and b) of article 94 of the LACAP and in other laws active in the Republic of El Salvador, the following will be a cause for termination: That the representatives and/or employees of the "CONSULTING FIRM" incur in any action or omission against the constitutional principles of the Republic of El Salvador or if any act is proven that in general terms may hamper the credibility that their specialty may have on the subject or actions that may generate a conflict of interest.

XIII) MODIFICATION, AMPLIFY OR EXTENSION. The present Contract may be modified or amplified by mutual agreement, in any of its parts. Furthermore, it may be extended from its deadline in conformity with the LACAP, as long as any of the following situations may concur: a) Due to fortuity reasons or of extraordinary force, b) When it is necessary to give continuity to the service of the present Contract, and c) When unexpected reasons emerge. In such cases, the corresponding Resolution to Modify, Amplify or Extend will be issued, which will be signed afterwards by both parties, for which this same instrument will adjudicate the contractual obligation resulting from said amplification, modification or extension.

XIV) INTERPRETATION OF THE CONTRACT. In conformity with article eighty four provisions one and two of the LACAP, the contracting institution reserves the faculty of interpreting the present contract, in conformity with the Constitution of the Republic of El Salvador, the Law of Acquisitions and Contracting of the Public Administration and its Rules, additional active Salvadorian legislations applicable and the General Principles of Administrative Law and in the manner most convenient to the public interest that is intended to be directly or indirectly satisfied with the services given as object of the present instrument, in which case instructions may be given in writing which in this respect may be deemed convenient. "THE CONSULTING FIRM" expressly accepts such disposition and is obliged to give strict compliance to the instructions that in this respect are dictated by the contracting institution which will be communicated through the Embassy of El Salvador in the United States of America located in Washington, D.C.

XV) UNILATERAL MODIFICATION. It is agreed by both parties that when the public interest may consider it necessary, either by new needs, unexpected causes or other circumstances, the institution contracting may modify unilaterally the present contract, issuing for the effect the corresponding resolution, which will be an integral part of the present contract. It is understood that all modification will be framed within the reasonable parameters and in good faith.

XVI) IN CASE

OF FORTUITY OR EXTRAORDINARY FORCE. In case of fortuity or extraordinary force, and in conformity with article eighty six of the LACAP, "THE CONSULTING FIRM" previous justification, could request an extension of the deadline to comply with the obligations object of this contract. In any case, and aside from the faculty of the institution to grant such an extension, it will be granted through a reasoned resolution that will become an integral part of this contract.

XVII) SOLUTION OF CONTROVERSIES. To the effects of this contract, all controversy that could emerge between "THE CONTRACTOR" and "THE CONSULTING FIRM" will be subjected to: a) DIRECT NEGOTIATION. The contracting parties will procure to resolve their differences through their representatives and specially assigned delegates, leaving written proof in a minute of the controversial points and of the solutions for them; b) ARBITRAGE. Having tried a Direct Negotiation without resolving any difference, arbitration will be the recourse in accordance with the provisions in the Law of Mediation, Conciliation and Arbitrage and the Law of Acquisitions and Contracting for Public Administration, all while the contract is valid; concluded the arbitration, the arbiters will be compensated by both parties prorated. **XVIII)**

BILATERAL TERMINATION. The contracting parties will in accordance with article ninety five of the LACAP, give as bilaterally terminated the legal relationship that emanates from this contract, having in such case issued the corresponding resolution for termination and give the instrument of conclusion in a term no greater than eight work days from the time when the resolution is notified. **XIX) APPLICABLE JURISDICTION AND LEGISLATION.** To the effect of the jurisdiction of this contract the parties subject to the laws active in the Republic of El Salvador, whose application will be done in conformity to the stipulations in article five of the LACAP. Furthermore, it is assigned as special domicile in the city of San Salvador, El Salvador, subjected to the competence of its tribunals. **XX) NOTIFICATIONS.**

Any notification that may or should be given in virtue of this contract will be done in writing and considered given, when delivered by hand to an authorized representative of the party to which it is addressed to, or when it may have been mailed by certified mail, electronic mail or fax to said party to the following addresses: For "THE CONSULTING FIRM": 1875 K Street / Suite 800 / Washington, DC 20006-1238 / Telephone 202.223.1200 / Fax 202.785.6687, Electronic address: preichler@foleyhoag.com. For "THE CONTRACTOR": Embassy of El Salvador in Washington, D.C., 2308 California Street NW Washington, D.C. 20008, Telephone 202.387.6511, 202.265.9671/72, Fax 202.234.3834. That is how we expressed, the grantors, who aware and conscience of the terms and legal effects of the present contract, to convene as such the interest of our represented, ratify its content, in faith of which we sign the present contract in duplicate having received each party a copy, in the city of Washington, D.C., United States of America, on the first day of the month of March of the year two thousand and six.

(signed)

(signed)

Rene A. Leon
Ambassador

Paul S. Reichler
Consultant

Certified by me to be an accurate translation of the attached document from the Spanish original
to English.

Betty Marroquin

District of Columbia : SS
Subscribed and Sworn to before me, in my presence,
this 8th day of June, 2006

Catherine F. Lyons
Notary Public, D.C.
My commission expires 6/14/09

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MINISTERIO DE RELACIONES EXTERIORES
EMBAJADA DE EL SALVADOR EN LOS ESTADOS UNIDOS DE AMERICA
CON SEDE EN WASHINGTON, D.C.

CONTRATO DE CONSULTORIA No. 01/2006

NOSOTROS: RENÉ A. LEÓN, mayor de edad, Licenciado en Economía, del domicilio de Washington, D.C., en los Estados Unidos de América, portador de mi pasaporte diplomático número cero cero cero setecientos veinte, actuando en mi carácter de Embajador Extraordinario y Plenipotenciario de la República de El Salvador en Washington, D. C., Estados Unidos de América, y en nombre y representación del **MINISTERIO DE RELACIONES EXTERIORES** de la República de El Salvador, lo cual acredito mediante Acuerdo Ejecutivo Número seiscientos nueve bis de fecha veintiuno de diciembre de dos mil cuatro, y de conformidad a lo establecido en los artículos dieciocho, y setenta y nueve de la Ley de Adquisiciones y Contrataciones de la Administración Pública, los que me conceden facultades para firmar en el carácter en que actúo, contratos como el presente, y que en el transcurso del presente instrumento me denominaré "**EL CONTRATANTE**" por una parte; y por la otra parte, PAUL S. REICHLER, mayor de edad, Abogado del domicilio de 6 Oaklyn Court, Potomac, Maryland, con pasaporte estadounidense número cero uno siete cero siete seis cero siete uno actuando en nombre y representación de la Firma "**FOLEY HOAG LLP**", la cual fue constituida de acuerdo a las leyes de los Estados Unidos de América y se encuentra inscrita ante el Departamento de Justicia del referido país bajo el número cuatro siete siete seis, tal y como consta en la declaración semestral que ha sido elaborada de acuerdo a la enmienda de la Sección dos de la Ley de Inscripción de Agentes Extranjeros de mil novecientos treinta y ocho; Firma que en adelante será identificada como "**LA CONTRATISTA**" o "**LA FIRMA CONSULTORA**" y en los caracteres dichos, **MANIFESTAMOS:** Que hemos acordado otorgar el presente **CONTRATO DE CONSULTORIA**, adjudicado a través del Concurso Público Internacional Número cero uno pleca dos mil, cinco, denominado "Contratación de cuatro consultorías para asesorar a la Embajada de El Salvador en los Estados Unidos de América, con sede en Washington, D.C.", mediante Resolución Adjudicativa Número RR.EE. SEG cero uno pleca dos mil seis, de fecha nueve de febrero de dos mil seis. En el presente contrato, los siguientes términos serán interpretados de la manera que se indica a continuación: a) "Contrato", es el convenio celebrado entre el Ministerio de Relaciones Exteriores y la Firma Consultora; b) "Servicio", es la consultoría detallada en los Términos de Referencia; c) LACAP,

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es la Ley de Adquisiciones y Contrataciones de la Administración Pública; d) DR-CAFTA, siglas en idioma inglés que se refieren al Tratado de Libre Comercio entre Centroamérica, la República Dominicana y los Estados Unidos de América. El presente Contrato se regirá por las obligaciones, condiciones, pactos y renuncias establecidos en las cláusulas que a continuación se detallan: **I) OBJETO DEL CONTRATO.** El presente Contrato de Consultoría consistente en la prestación de servicios especializados proporcionados por "LA FIRMA CONSULTORA", el cual tendrá por objeto asesorar al Gobierno de El Salvador, y a la Embajada de El Salvador en Washington D.C., sobre aquellos temas que requieran una acción inmediata del Gobierno de El Salvador en relación al ambiente político del Congreso y al monitoreo efectivo y constante de los temas que en él se discuten. **II) HONORARIOS Y FORMA DE PAGO.** Los honorarios de "LA FIRMA CONSULTORA" ascenderán a la suma de **TREINTA Y OCHO MIL 00/100 DOLARES DE LOS ESTADOS UNIDOS DE AMERICA** (\$ 38,000.00), los cuales serán pagados en forma mensual. Previo a cada pago, "LA FIRMA CONSULTORA" deberá rendir informe escrito presentado a la Embajada de El Salvador en Washington, D.C.. Los informes deberán contener un resumen de las actividades realizadas y deberán anexar todos los documentos que lo sustenten. **III) DOCUMENTOS CONTRACTUALES.** Forman parte integral de este convenio: La invitación al Concurso Público Internacional Número cero uno pleca dos mil cinco, las Bases de Concurso, la Oferta Técnica y Económica, la Resolución de Adjudicación por parte del Contratante, la Orden de Inicio. En caso de conflicto o contradicción entre los documentos contractuales y el Contrato prevalecerán las estipulaciones contenidas en este último. **IV) PLAZO.** El plazo del servicio objeto del presente contrato será durante el período comprendido del uno de marzo del año dos mil seis al día treinta y uno de diciembre del mismo año, pudiendo prorrogarse éste previo al vencimiento del mismo, de conformidad a la LACAP y a este Contrato. **V) GARANTIA DE CUMPLIMIENTO DE CONTRATO.** "LA FIRMA CONSULTORA" presentará dentro del término de cinco días hábiles a partir de esta fecha, una Garantía de Cumplimiento de Contrato a nombre del Ministerio de Relaciones Exteriores, por un valor de **TRES MIL OCHOCIENTOS 00/100 DOLARES DE LOS ESTADOS UNIDOS DE AMERICA** (US \$ 3,800.00) equivalentes al diez por ciento del valor total del contrato; la cual tendrá vigencia hasta sesenta días calendario después de finalizado el período contractual, dicha fianza podrá ser Bancaria y/o de Compañías Afianzadoras o Aseguradoras, emitidas por instituciones nacionales o extranjeras con filiales en El Salvador, debidamente autorizadas por la Superintendencia del Sistema Financiero de este país. **VI) COORDINADORES.** Los Coordinadores en las áreas de trabajo político serán el Ministro de Relaciones Exteriores y el Embajador de El Salvador en Washington D.C. **VII) CLAUSULA DE CONFIDENCIALIDAD.**

Toda la información suministrada por la Embajada de El Salvador en Washington, D.C., a "LA FIRMA CONSULTORA" en relación con el presente contrato tendrá el carácter de confidencial. En ese sentido "LA FIRMA CONSULTORA" se compromete a: 1) Proteger la información en forma apropiada y con el referido carácter confidencial; 2) Utilizar la información confidencial únicamente para cumplir con sus obligaciones conforme al presente contrato; y, 3) Reproducir la información confidencial solo en la medida en que se requiera para cumplir con sus obligaciones conforme al presente contrato. El incumplimiento de lo antes establecido acarreará la terminación del contrato de manera inmediata, sin ningún tipo de responsabilidad para el Gobierno de El Salvador, y/o la Embajada de El Salvador en Washington, D.C. La Embajada de El Salvador en los Estados Unidos de América con sede en Washington, D.C., se reserva el derecho de instruir a "LA FIRMA CONSULTORA" de qué información será tratada con carácter de no confidencial.

VIII) CLAUSULA SOBRE PROPIEDAD INTELECTUAL. La propiedad intelectual que se ejerza sobre los resultados de los servicios prestados por "LA FIRMA CONSULTORA" corresponderá a "EL CONTRATANTE".

IX) OBLIGACIONES DE LA FIRMA CONSULTORA: La prestación de los servicios objeto del presente contrato, incluirán las siguientes obligaciones:

- a) Monitorear cotidianamente las sesiones del Congreso, para detectar legislación que es de importancia para El Salvador;
- b) Preparar informes semanales sobre la legislación que se ha discutido en el Congreso y que es de relevancia para El Salvador;
- c) Preparar informes urgentes y oportunos cuando la temática lo amerite, o cuando se solicite sobre temas legislativos de interés para El Salvador;
- d) Notificar los calendarios legislativos y el contenido de las audiencias, así como los cambios en los mismos;
- e) Preparar informes sobre posiciones expresadas por congresistas, testigos, participantes, funcionarios de la administración u otras personas que participen en las audiencias o sesiones especiales sobre temas de interés para El Salvador;
- f) Preparar informes sobre las audiencias de los distintos Comités y Subcomités que discuten temas relevantes para El Salvador, incluyendo comentarios e interpretaciones;
- g) Preparar hojas de vida, antecedentes profesionales y perfiles políticos de los distintos Representantes y Senadores que presentan propuestas de ley relevantes para El Salvador, destacando sus posiciones sobre las temáticas discutidas;
- h) Preparar hojas de vida, antecedentes profesionales y perfiles políticos de los distintos funcionarios del Gobierno de los Estados Unidos de América y de personalidades, destacando sus posiciones sobre temas de interés para El Salvador;
- i) Preparar otros informes sobre temas discutidos en el Congreso Federal o en los Congresos Estatales, a solicitud de la Embajada de El Salvador;
- j) Capacitar a funcionarios del Gobierno de El Salvador y otras instituciones sobre la composición y funcionamiento del Congreso y del Órgano Ejecutivo de los Estados Unidos

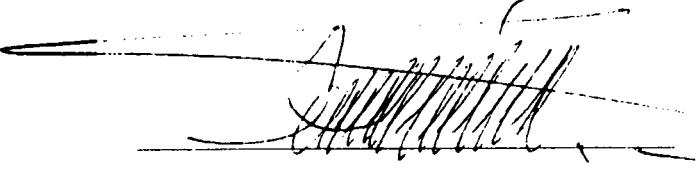
de América, cuando se solicite. **X) RESPONSABILIDAD POR DEFICIENCIAS.** Cuando el Contrato de Consultoría mostrare alguna deficiencia, ésta será señalada por la Embajada de El Salvador en Washington, D.C., mediante nota proporcionada a "LA FIRMA CONSULTORA", quien dispondrá de un plazo no mayor de diez días hábiles, so pena de caducidad del Contrato. Si de la deficiencia señalada u otra que se encuentre oculta, se generaren daños y perjuicios en contra de "EL CONTRATANTE", los cuales no puedan ser subsanados, serán resarcidos por "LA FIRMA CONSULTORA". **XI) INCUMPLIMIENTO.** En caso de atrasos injustificados en el cumplimiento por parte de "LA FIRMA CONSULTORA" de las obligaciones emanadas del presente contrato se aplicarán las multas establecidas en la LACAP. "LA FIRMA CONSULTORA" expresamente se somete a las sanciones que emanaren de la LACAP, su Reglamento o del presente Contrato, las que serán impuestas por "EL CONTRATANTE", a cuya competencia se somete a efectos de la imposición. **XII) CADUCIDAD.** Además de las causales de caducidad establecidas en los literales a) y b) del artículo 94 de la LACAP y en otras leyes vigentes en la República de El Salvador, será causal de caducidad la siguiente: Que los representantes y/o empleados de "LA FIRMA CONSULTORA" realicen cualquier acción u omisión en contra de los principios constitucionales de la República de El Salvador o se les compruebe cualquier acto que en términos generales pueda hacer perder la credibilidad que tienen en la materia de su especialización o actuaciones que generen conflictos de intereses. **XIII) MODIFICACIÓN, AMPLIACION Y/O PRORROGA.** El presente Contrato podrá ser modificado y ampliado de común acuerdo, en cualquiera de sus partes. Asimismo podrá ser prorrogado en su plazo de conformidad con la LACAP, siempre y cuando concurra una de las situaciones siguientes: a) Por motivos de caso fortuito o fuerza mayor, b) Cuando sea necesario darle continuidad al servicio objeto del presente Contrato, y c) Cuando surjan causas imprevistas. En tales casos, se emitirá la correspondiente Resolución de Modificación, Ampliación o Prórroga de Contrato, la cual será firmada posteriormente por ambas partes, para lo cual este mismo instrumento acreditará la obligación contractual resultante de dicha ampliación, modificación o prórroga. **XIV) INTERPRETACIÓN DEL CONTRATO.** De conformidad al artículo ochenta y cuatro incisos primero y segundo de la LACAP, la institución contratante se reserva la facultad de interpretar el presente contrato, de conformidad a la Constitución de la República de El Salvador, la Ley de Adquisiciones y Contrataciones de la Administración Pública y su Reglamento, demás legislación salvadoreña vigente aplicable y a los Principios Generales del Derecho Administrativo y de la forma que más convenga al interés público que se pretende satisfacer de forma directa o indirecta con la prestación del servicio objeto de presente instrumento, pudiendo en tal caso girar las instrucciones por escrito que al

respecto considere conveniente. "LA FIRMA CONSULTORA" expresamente acepta tal disposición y se obliga a dar estricto cumplimiento a las instrucciones que al respecto dicte la institución contratante las cuales le serán comunicadas por medio de la Embajada de El Salvador en los Estados Unidos de América con sede en Washington, D.C. **XV)**

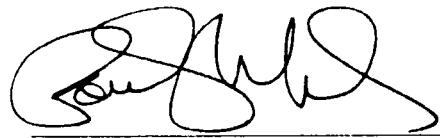
MODIFICACION UNILATERAL. Queda convenido por ambas partes que cuando el interés público lo hiciere necesario, sea por necesidades nuevas, causas imprevistas u otras circunstancias, la institución contratante podrá modificar de forma unilateral el presente contrato, emitiendo al efecto la resolución correspondiente, la que formará parte integral del presente contrato. Se entiende que toda modificación será enmarcada dentro de los parámetros de razonabilidad y buena fe. **XVI) CASO FORTUITO O FUERZA MAYOR.** Por motivos de caso fortuito o fuerza mayor, y de conformidad al artículo ochenta y seis de la LACAP, "LA FIRMA CONSULTORA" previa justificación, podrá solicitar una prórroga del plazo de cumplimiento de las obligaciones objeto del presente contrato. En todo caso, y aparte de la facultad de la institución para otorgar tal prórroga, se concederá por medio de resolución razonada que formará parte integral del presente contrato. **XVII) SOLUCIÓN DE CONFLICTOS.** Para efectos del contrato, toda controversia que surgiere entre "EL CONTRATANTE" y "LA FIRMA CONSULTORA", será sometida: a) ARREGLO DIRECTO. Las partes contratantes procurarán solucionar las diferencias a través de sus representantes y delegados especialmente acreditados, dejando constancia escrita en acta de los puntos controvertidos y de las soluciones en su caso; b) ARBITRAJE. Después de haberse intentado el Arreglo Directo sin solución a algunas diferencias, se podrá recurrir al arbitraje de acuerdo a lo que establece la Ley de Mediación, Conciliación y Arbitraje y a la Ley de Adquisiciones y Contrataciones de la Administración Pública, todo ello mientras el contrato se encuentra vigente; concluido el arbitraje, los árbitros serán remunerados por ambas partes a prorrata.

XVIII) TERMINACIÓN BILATERAL. Las partes contratantes podrán de conformidad al artículo noventa y cinco de la LACAP, dar por terminada bilateralmente la relación jurídica que emana del presente contrato, debiendo en tal caso emitirse la resolución de terminación correspondiente y otorgarse el instrumento de resciliación en un plazo no mayor a ocho días hábiles de notificada tal resolución. **XIX) JURISDICCIÓN Y LEGISLACIÓN APLICABLE.** Para los efectos jurisdiccionales de este contrato las partes se someten a la legislación vigente de la República de El Salvador, cuya aplicación se realizará de conformidad a lo establecido en el artículo cinco de la LACAP. Asimismo, señalan como domicilio especial el de la ciudad de San Salvador, El Salvador, a la competencia de cuyos tribunales se someten. **XX) NOTIFICACIONES.** Cualquier notificación que pueda o deba darse en virtud de este contrato

se hará por escrito y se considerará dada, cuando haya sido entregada por mano a un representante autorizado de la parte a la que esté dirigida, o cuando se haya enviado por correo certificado, correo electrónico, o fax a dicha parte a las direcciones siguientes: Para "LA FIRMA CONSULTORA": 1875 K Street, / Suite 800/ Washington, D.C. 20006-1238 / Teléfono 202.223.1200 / Fax: 202.785.6687, Dirección electrónica: preichler@foleyhoag.com. Para "EL CONTRATANTE": Embajada de El Salvador en Washington, D.C., 2308 California Street, N.W. Washington, D.C. 20008, Teléfono: 202 387 6511, 202 265 9671/72, Fax: 202 234 3834. Así nos expresamos los otorgantes, quienes enterados y conscientes de los términos y efectos legales del presente contrato, por convenir así a los intereses de nuestros representados, ratificamos su contenido, en fe de lo cual firmamos el presente contrato en duplicado, recibiendo cada parte un ejemplar, en la ciudad de Washington, D.C., Estados Unidos de América, al primer día del mes de marzo del año dos mil seis.



René A. León
Embajador



Paul S. Reichler
Consultor

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